
HOUSE BILL No. 1324

DIGEST OF INTRODUCED BILL

Citations Affected: IC 9-13-2-50.5; IC 9-19-22; IC 9-21-4-21; IC 24-5-0.5-3.

Synopsis: Disclosure of event data recorders. Requires a person that sells, rents, leases, or otherwise conveys a new motor vehicle equipped with an event data recorder to disclose the presence, model, and capabilities of the event data recorder to the person to whom the motor vehicle is conveyed. Provides that a failure to disclose is a deceptive consumer act. Prohibits the state and political subdivisions from conducting surveillance using an imaging device, including a global positioning satellite, to: (1) determine ownership; or (2) identify the occupants; of a motor vehicle unless permitted by statute or a search warrant.

Effective: July 1, 2008.

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January 15, 2008, read first time and referred to Committee on Roads and Transportation.

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Introduced

Second Regular Session 115th General Assembly (2008)

PRINTING CODE. Amendments: Whenever an existing statute (or a section of the Indiana Constitution) is being amended, the text of the existing provision will appear in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~.

Additions: Whenever a new statutory provision is being enacted (or a new constitutional provision adopted), the text of the new provision will appear in **this style type**. Also, the word **NEW** will appear in that style type in the introductory clause of each SECTION that adds a new provision to the Indiana Code or the Indiana Constitution.

Conflict reconciliation: Text in a statute in *this style type* or ~~this style type~~ reconciles conflicts between statutes enacted by the 2007 Regular Session of the General Assembly.

HOUSE BILL No. 1324

A BILL FOR AN ACT to amend the Indiana Code concerning motor vehicles.

Be it enacted by the General Assembly of the State of Indiana:

1 SECTION 1. IC 9-13-2-50.5 IS ADDED TO THE INDIANA CODE
2 AS A **NEW** SECTION TO READ AS FOLLOWS: [EFFECTIVE
3 JULY 1, 2008]: **Sec. 50.5. "Event data recorder", for purposes of**
4 **IC 9-19-22, has the meaning set forth in IC 9-19-22-2.**

5 SECTION 2. IC 9-19-22 IS ADDED TO THE INDIANA CODE AS
6 A **NEW** CHAPTER TO READ AS FOLLOWS [EFFECTIVE JULY
7 1, 2008]:

8 **Chapter 22. Disclosure of Event Data Recorders**

9 **Sec. 1. This chapter applies to a new motor vehicle that is:**

- 10 (1) purchased by;
11 (2) rented by;
12 (3) leased by; or
13 (4) otherwise conveyed to;

14 **an owner after June 30, 2008.**

15 **Sec. 2. As used in this chapter, "event data recorder" means a**
16 **device or an instrument that:**

- 17 (1) is installed in a new motor vehicle by the manufacturer of

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the new motor vehicle; and

(2) records, stores, or transmits any of the following information concerning the new motor vehicle:

(A) Speed.

(B) Direction.

(C) Location.

(D) Steering performance or use.

(E) Brake performance or use.

(F) Safety belt status or use.

Sec. 3. As used in this chapter, "owner" has the meaning set forth in IC 9-13-2-121(a).

Sec. 4. A person that sells, rents, leases, or otherwise conveys a new motor vehicle in which an event data recorder has been installed shall disclose to the owner of the new motor vehicle the following information, both orally and in writing:

(1) The presence of an event data recorder in the new motor vehicle.

(2) The type of event data recorder that is present in the new motor vehicle.

(3) The type of data that is recorded, stored, or transmitted on the event data recorder.

(4) The length of time that the data described in subdivision (3) is stored on the event data recorder.

Sec. 5. A person that fails to provide the disclosures required under section 4 of this chapter commits a deceptive act under IC 24-5-0.5-3.

SECTION 3. IC 9-21-4-21 IS ADDED TO THE INDIANA CODE AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2008]: Sec. 21. (a) Except as provided in subsection (b), the state and political subdivisions shall not conduct surveillance using an imaging or other device, including a global positioning satellite, to determine:

(1) the ownership of a motor vehicle; or

(2) the identity of the occupants of a motor vehicle.

(b) This section does not apply if the surveillance is permitted or required:

(1) under a statute; or

(2) by a search warrant.

SECTION 4. IC 24-5-0.5-3, AS AMENDED BY P.L.85-2006, SECTION 3, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2008]: Sec. 3. (a) The following acts or representations as to the subject matter of a consumer transaction, made orally, in writing,

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or by electronic communication, by a supplier, are deceptive acts:

(1) That such subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which the supplier knows or should reasonably know it does not have.

(2) That such subject of a consumer transaction is of a particular standard, quality, grade, style, or model, if it is not and if the supplier knows or should reasonably know that it is not.

(3) That such subject of a consumer transaction is new or unused, if it is not and if the supplier knows or should reasonably know that it is not.

(4) That such subject of a consumer transaction will be supplied to the public in greater quantity than the supplier intends or reasonably expects.

(5) That replacement or repair constituting the subject of a consumer transaction is needed, if it is not and if the supplier knows or should reasonably know that it is not.

(6) That a specific price advantage exists as to such subject of a consumer transaction, if it does not and if the supplier knows or should reasonably know that it does not.

(7) That the supplier has a sponsorship, **an** approval, or **an** affiliation in such consumer transaction the supplier does not have, and which the supplier knows or should reasonably know that the supplier does not have.

(8) That such consumer transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations, if the representation is false and if the supplier knows or should reasonably know that the representation is false.

(9) That the consumer will receive a rebate, discount, or other benefit as an inducement for entering into a sale or lease in return for giving the supplier the names of prospective consumers or otherwise helping the supplier to enter into other consumer transactions, if earning the benefit, rebate, or discount is contingent upon the occurrence of an event subsequent to the time the consumer agrees to the purchase or lease.

(10) That the supplier is able to deliver or complete the subject of the consumer transaction within a stated period of time, when the supplier knows or should reasonably know the supplier could not. If no time period has been stated by the supplier, there is a presumption that the supplier has represented that the supplier will deliver or complete the subject of the consumer transaction within a reasonable time, according to the course of dealing or the

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usage of the trade.

(11) That the consumer will be able to purchase the subject of the consumer transaction as advertised by the supplier, if the supplier does not intend to sell it.

(12) That the replacement or repair constituting the subject of a consumer transaction can be made by the supplier for the estimate the supplier gives a customer for the replacement or repair, if the specified work is completed and:

(A) the cost exceeds the estimate by an amount equal to or greater than ten percent (10%) of the estimate;

(B) the supplier did not obtain written permission from the customer to authorize the supplier to complete the work even if the cost would exceed the amounts specified in clause (A);

(C) the total cost for services and parts for a single transaction is more than seven hundred fifty dollars (\$750); and

(D) the supplier knew or reasonably should have known that the cost would exceed the estimate in the amounts specified in clause (A).

(13) That the replacement or repair constituting the subject of a consumer transaction is needed, and that the supplier disposes of the part repaired or replaced earlier than seventy-two (72) hours after both:

(A) the customer has been notified that the work has been completed; and

(B) the part repaired or replaced has been made available for examination upon the request of the customer.

(14) Engaging in the replacement or repair of the subject of a consumer transaction if the consumer has not authorized the replacement or repair, and if the supplier knows or should reasonably know that it is not authorized.

(15) The act of misrepresenting the geographic location of the supplier by listing a fictitious business name or an assumed business name (as described in IC 23-15-1) in a local telephone directory if:

(A) the name misrepresents the supplier's geographic location;

(B) the listing fails to identify the locality and state of the supplier's business;

(C) calls to the local telephone number are routinely forwarded or otherwise transferred to a supplier's business location that is outside the calling area covered by the local telephone directory; and

(D) the supplier's business location is located in a county that

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1 is not contiguous to a county in the calling area covered by the
2 local telephone directory.

3 (16) The act of listing a fictitious business name or assumed
4 business name (as described in IC 23-15-1) in a directory
5 assistance database if:

6 (A) the name misrepresents the supplier's geographic location;
7 (B) calls to the local telephone number are routinely forwarded
8 or otherwise transferred to a supplier's business location that
9 is outside the local calling area; and

10 (C) the supplier's business location is located in a county that
11 is not contiguous to a county in the local calling area.

12 (17) That the supplier violated IC 24-3-4 concerning cigarettes for
13 import or export.

14 (18) That a supplier knowingly sells or resells a product to a
15 consumer if the product has been recalled, whether by the order
16 of a court or a regulatory body, or voluntarily by the
17 manufacturer, distributor, or retailer unless the product has been
18 repaired or modified to correct the defect that was the subject of
19 the recall.

20 (19) That the supplier violated 47 U.S.C. 227, including any rules
21 or regulations issued under 47 U.S.C. 227.

22 **(20) The violation by a supplier of IC 9-19-22 concerning**
23 **disclosure of event data recorders in new motor vehicles.**

24 (b) Any representations on or within a product or its packaging or
25 in advertising or promotional materials which would constitute a
26 deceptive act shall be the deceptive act both of the supplier who places
27 such representation thereon or therein, or who authored such materials,
28 and such other suppliers who shall state orally or in writing that such
29 representation is true if such other supplier shall know or have reason
30 to know that such representation was false.

31 (c) If a supplier shows by a preponderance of the evidence that an
32 act resulted from a bona fide error notwithstanding the maintenance of
33 procedures reasonably adopted to avoid the error, such act shall not be
34 deceptive within the meaning of this chapter.

35 (d) It shall be a defense to any action brought under this chapter that
36 the representation constituting an alleged deceptive act was one made
37 in good faith by the supplier without knowledge of its falsity and in
38 reliance upon the oral or written representations of the manufacturer,
39 the person from whom the supplier acquired the product, any testing
40 organization, or any other person provided that the source thereof is
41 disclosed to the consumer.

42 (e) For purposes of subsection (a)(12), a supplier that provides

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1 estimates before performing repair or replacement work for a customer
2 shall give the customer a written estimate itemizing as closely as
3 possible the price for labor and parts necessary for the specific job
4 before commencing the work.

5 (f) For purposes of subsection (a)(15), a telephone company or other
6 provider of a telephone directory or directory assistance service or its
7 officer or agent is immune from liability for publishing the listing of a
8 fictitious business name or assumed business name of a supplier in its
9 directory or directory assistance database unless the telephone
10 company or other provider of a telephone directory or directory
11 assistance service is the same person as the supplier who has
12 committed the deceptive act.

13 (g) For purposes of subsection (a)(18), it is an affirmative defense
14 to any action brought under this chapter that the product has been
15 altered by a person other than the defendant to render the product
16 completely incapable of serving its original purpose.

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